

**Master City of San José Consultant Agreement
Approved Service Order
(Non-Capital Projects)**

Cover Page

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- 1a.** Intentionally Omitted **1b.** AC Contract No.: 32014 (GILES OC-000370)
- 2.** Approved Service Order No. 6
- 3.** Consultant's Name: Golder Associates, Inc.
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- 4.** Project Name: SAP Center Groundwater Treatment System O&M ("Project")
- 5.** Project Location: 525 W. Santa Clara Street
- 6.** The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.
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7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	755,400
b. Maximum Service Order Compensation for this Approved Service Order:	\$	24,948
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	730,452

- d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 001 Appn: 0762 RC: 200201 Amount: \$24,948

Authorized Signature:

Karen Evans

Email: karen.evans@sanjoseca.gov

Date: _____

8. Division Analyst Approval:

Mathew Chacko

Email: mathew.chacko@sanjoseca.gov

Date: _____

9. Consultant Approval:

kris_johnson@golder.com

Email: kris_johnson@golder.com

Date: _____

10. Approval as to Form (City Attorney):

- Service Order Form Approved by the Office of the City Attorney
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form:

(Sr.) Deputy City Attorney

Date: _____

11. City Director Approval:

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov

Date: _____

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: The City owns the SAP Center (formerly San Jose Arena), a multi-purpose sports arena that is home to the San Jose Sharks, and also hosts concerts and other events. The Arena properties were purchased by the City in the late 1980s with completion of the Arena in 1993. Several of the properties were found to have soil and groundwater contamination including poly-aromatic compounds from a historical coal gasification plant and petroleum contamination from leaking underground tanks. A slurry wall was installed around the perimeter of the Arena building to prevent contaminated groundwater from collecting beneath the building. A dewatering system pumps the groundwater thru a treatment unit located on the Arena loading dock. The treatment system consists of several carbon units that remove contaminants from the groundwater prior to discharge to the storm system.

Due to the periods of drought with low groundwater levels, the dewatering/treatment system has operated periodically over the past 10 to 15 years and has not been maintained on a regular basis. The system was recently retrofitted with two new carbon vessels and associated valves and piping. The purpose of this service order is to perform operation and maintenance activities for one year at the Arena dewatering treatment system located at the intersection of West St. John Street and North Autumn Street in San Jose, California. The proposed maintenance work includes: (1) monthly treatment system maintenance visit; (2) one time water sampling and analysis for various analytes; (3) one time sump cleaning; and (4) one time pump and treatment system sizing compatibility evaluation.

Task No. 1: Monthly Operation and Maintenance

- A. Services:** Consultant's field technician will visit the site once per month for 12 months and will conduct the following recommended maintenance activities outlines in the September 1997 Operation and Maintenance (O&M) Manual:

- Check piping and valves for leaks
- Check pressure gauges for pressure buildup and operation
- Check filter unit pressure and replace filters as needed (pressure differential > 15 psid)
- Check containment pad for leaks, signs of staining, cracks, or areas of deterioration
- Record the flow meter reading and the sump pump hour meters

Consultant has estimated the O&M activities to take approximately ½ day of technician time per month. The Consultant assumed that maintenance of sum pumps and level controls are the responsibility of SJ Arena's facility staff.

- B. Deliverable:** Monthly Inspection Report

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date:

On or before: 10 Business Days from the date of monthly inspections.

Task No. 2: Water Sampling and Analysis

A. **Services:** To help evaluate the carbon treatment system usage, the Consultant will obtain a sample of the sump discharge/treatment system inflow and submit the sample for laboratory analyses of the following:

- Volatile organic compounds by EPA Method 8260
- Polynuclear aromatic hydrocarbons by EPA Method 8270
- Total petroleum hydrocarbons as gasoline and diesel

When collecting the sample, the Consultant's field technician will note whether there is active inflow to the sump from the dewatering system. The laboratory analytical results will be evaluated to assess the need for and approximate effective life of the carbon within the vessels. Depending upon the results, additional inflow sampling may be warranted to further evaluate the need for treatment system operation.

In addition, to evaluate the system filter bag sizing, the Consultant will obtain an inflow sample at the same time for the following analyses as recommended in the O&M Manual:

- Total suspended solids and a filter test (including 50, 25, 10, 5, and 0.5 microns)

The results will be used to determine the optimum bag filter size. The Consultant will purchase appropriate bag filters and maintain a supply on site for future use. Costs associated with this sampling, analysis, and bag filter fitting are included in this service order.

B. **Deliverable:** Laboratory report

C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date:
- On or before: 50 Business days after service order is approved.

Task No. 3: Sump Cleaning

A. **Services:** The Consultant will subcontract American Integrated Services (AIS) to pump out the sump, removing accumulated sediment and debris, followed by pressure washing to clean the bottom and sidewalls. AIS is a full-service, minority owned environmental services company specializing in remediation, demolition, construction, emergency response, and specialized transportation services. AIS estimates that this work will require a two-man cleaning crew, plus one vac truck operator. AIS will utilize a 70-bbl. vac truck or guzzler to pump water, organics and/or solid waste from the sump. The AIS cleaning crew will rinse (via pressure washer) the sump from the ground surface and assist the vac truck operator in collecting the waste from the pumping station. No confined space entry will be performed. The Consultant assumed that the water pumped from the sump will be discharged to the water treatment system, rather than off-site disposal. If needed, future optional tasks could include running a video camera in the sump discharge piping and jetting the piping to remove accumulated sediment and debris from the piping.

B. Deliverable: Brief summary report

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date:
- On or before: 50 Business days after service order is approved.

Task No. 4: Pump and Treatment System Sizing Compatibility Evaluation

A. Services: The Arena facilities staff have expressed concerns regarding the compatibility of the sump pump capabilities and the treatment system pipe and carbon vessel sizing. The Consultant will be conducting an engineering analysis to review the pump and treatment system specifications to evaluate system compatibility. The Consultant has assumed that the SJ Arena facilities staff will provide specifications for the sump pumps.

B. Deliverable: Engineering evaluation report

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date:
- On or before: 50 Business days after service order is approved.

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Geoff Blair	Phone No.: (408) 975-2576
Department: Environmental Services	E-mail: geoffrey.blair@sanjoseca.gov
Address: 200 E. Santa Clara Street, 10 th Floor, San Jose, CA 95113	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Kris Johnson, Practice Leader	Phone No.: (408) 220-9242			X
Address: 425 Lakeside Drive, Sunnyvale, California 94085	E-mail: kris_johnson@golder.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
Dave Walter	Field technician			X
Connor Brossart	Project Engineer			X
Adelicia Johnson	Staff geologist			X

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
American Integrated Services	Sump Cleaning

4. Reimbursable Expenses: If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables						
Column 1	Column 2		Column 3			Column 4
Task Nos. from Attachment A	Basis of Compensation		Invoice Period			Compensation
1	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 10,130
2	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 1,212
3	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 11,476
4	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 2,130
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.			<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:			\$
Maximum Service Order Compensation (sum of Parts 1 through 4):						\$ 24,948

Attachment D: Sub Consultant Schedule of Rates and Charges

American Integrated Services, Inc.	
Description	Rate
Pump, rinse, and waste transfer pumping station sump	\$7047.00